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Form	PTO-1594 (Rev 01-09)	
OMB	Collection 0651-0027 (e)	kp 02/28/200

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## 05/19/2011

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office


1 Name of conveying party/is-1	ease record the attached documents or the new address(es) belo
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
1. Name of conveying party(ies):  Atlas Energy, L P  Individual(s)  General Partnership  Corporation  States:  Association  Limited Partnership	Additional names, addresses, or citizenship attached?
Atlas Energy, L P	Name Wells Fargo Bank, National Association Internal
I Industrial Floor	internal
Individual(s) Association	Address <u>T5303-452, Suite 4500</u>
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State:	Street Address: 1445 Ross Avenue
Corporation- State:	City: <u>Dallas</u>
	State <u>Texas</u>
Citizenship (see guidelines) <u>Delaware</u>	Country: 1184 Zip 75000
Additional names of conveying parties attached? Yes	No X Association Citizenship USA
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) March 22, 2011	Limited Partnership Citizenship
	Corporation Citizenship
Assignment Merger	
🗶 Security Agreement 🔲 Change of Name	If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached Yes N
4. Application number(s) or registration number(s) ar	(Designations must be a separate document from assignment
A. Trademark Application No.(s)	B. Trademark Registration No (s)
85/086,710, 85/086,725, 85/090,916	
, , , , , , , , , , , , , , , , , , , ,	
_	Additional sheet(s) attached?
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown)
C. Identification or Description of Trademark(s) (and Filing ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file July 22, 2010	Date if Application or Registration Number is unknown):
July 22, 2010	g Date if Application or Registration Number is unknown): ed July 16, 2010, design consisting of stylized "A" and oil derrick,
ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file	g Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and
July 22, 2010  5. Name & address of party to whom correspondence	g Date if Application or Registration Number is unknown): ed July 16, 2010, design consisting of stylized "A" and oil derrick,
July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed:  Name _Susan D_Hamilton	g Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  3
July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed:	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00
ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed:  Name _Susan D_ Hamilton  Internal Address _Suite 3700	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00
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July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed:  Name _Susan D. Hamilton  Internal Address _Suite 3700  Street Address: 2001 Ross Avenue	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00    Authorized to be charged to deposit account   Enclosed
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ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed: Name _Susan D. Hamilton Internal Address _Suite 3700  Street Address: 2001 Ross Avenue  City: _Dallas Zip: _75201	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00    Authorized to be charged to deposit account   Enclosed
ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed: Name _Susan D. Hamilton Internal Address _Suite 3700  Street Address: _2001 Ross Avenue  City: _Dallas  State _Texas Zip: _75201  Phone Number: _214, 220, 7936	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  3  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00  Fee CL Pa.d.  Authorized to be charged to deposit account  Enclosed  8. Payment Information:
ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, file July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed: Name _Susan D. Hamilton Internal Address _Suite 3700	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00    Authorized to be charged to deposit account   x Enclosed  8. Payment Information:
ATLAS ENERGY, filed July 16, 2010, ATLAS RESOURCES, filed July 22, 2010  5. Name & address of party to whom correspondence concerning document should be mailed:  Name _Susan D_Hamilton  Internal Address _Suite 3700  Street Address: 2001 Ross Avenue  City: _Dallas  State _Texas Zip: _75201  Phone Number: 214.220.7936  Fax Number: 214.999.7936  Email Address: _shamilton@velaw.com	Date if Application or Registration Number is unknown): ad July 16, 2010, design consisting of stylized "A" and oil derrick,  6. Total number of applications and registrations involved:  3  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00  Fee & Fe
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/20/2011

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Form PTO-1594 (Rev 03-11)
OMB Collection 0651-0027 (exp. 03/31/20

U.S. DEPARTMENT OF COMMERCE nited States Patent and Trademark Office

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1	ARKS ONLY	
	ease record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
Atlas Energy, L.P.	Additional names, addresses, or citizenship attached?  Name Wells Fargo Bank National Association	
Individual(s) Association General Partnership X Limited Partnership Corporation- State: Other Citizenship (see guidelines)	Internal Address: T5303-452, Suite 4500  Street Address: 1445 Ross Avenue  City: Dallas  State: Texas	
Additional names of conveying parties attached? Yes N	Country usa Zini zana	
3. Nature of conveyance )/Execution Date(s):	General Partnership Citizenship	
Execution Date(s) March 22, 2011	Limited Partnership Citizenship	
Assignment Merger	Corporation Citizenship	
Security Agreement	Other Critizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment	
4. Application number(s) or registration number(s) an	d identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No (s)	
85/086,710; 85/086,725; 85/090,916		
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes X No	
ATLAS ENERGY, filed July 16, 2010; ATLAS RESOURCES, filed July 16, 2	2010, design consisting of stylized "A" and oil demick, filed July 22, 2010	
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Street Address:2001 Ross Avenue	Authorized to be charged to deposit account Enclosed	
City	8. Payment Information:	
state. Texas Zip: 75201	<i>(</i>	
Phone Number: 214,220,7936	84/58/5811 שנואפון ממממממר 82089/18	
ax Number:	Deposit Account Number 48.8  Authorized User Name 58.8	
mail Addressshamilton@velaw.com	Authorized User Name 58.86	
. Signature: All Man Han	April 19, 2011	
	April 19, 2011  Date  Total number of pages including cover	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

KADE WARK

**REEL: 004555 FRAME: 0305** 

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 22, 2011, is entered into by ATLAS ENERGY, L.P., a Delaware limited partnership ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the "Administrative Agent") for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Creditors, in all of Grantor's Intellectual Property, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks, registrations and applications listed on Schedule 1 hereto (collectively, the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

#### 1. Grant of Security Interest.

- (a) Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all applications, registrations and renewals thereof and all goodwill associated with or symbolized by any of the foregoing.
- (b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Creditors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

### 2. <u>Termination of Security Interest.</u>

Upon the Final Payment Date and as otherwise provided in Section 2.3 of the Security Agreement, subject to the Security Agreement, the Administrative Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as is reasonably requested by Grantor to terminate and release the security interests created hereby.

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#### 3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

#### 4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

#### 5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

#### 6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2

IN WITNESS WHEREOF. Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

#### **GRANTOR:**

ATLAS ENERGY, L.P., a Delaware limited partnership

By: Atlas Pipeline Holdings GP, LLC, a
Delaware limited partnership, its general
partner

Sean McGrath,

Chief Financial Officer

STATE OF PENNSYLVANIA

) ss:

**COUNTY OF PHILADELPHIA** 

On March 2.2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Sean McGrath, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Financial Officer, on behalf of Atlas Pipeline Holdings GP, LLC, a Delaware limited liability company, the general partner of Atlas Energy, L.P., a Delaware limited partnership, the company herein named, and acknowledged to me that the general partner of the company executed the within instrument pursuant to its organizational documents and resolutions of its governing entities.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Notery Public

My Commission Expires:

NOTARIAL SEAL LISA D. SCHUMM, Notary Public

City of Philadelphia, Phila. County My Commission Expires October 18, 2014

[Signature Page]
TRADEMARK SECURITY AGREEMENT
[ATLAS ENERGY, L.P.]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:

Jason M. Hicks, Director

STATE OF TEXAS

SS:

**COUNTY OF DALLAS** 

On March 18th, 2011, before me, the undersigned, a notary public in and for said state, personally appeared Jason M. Hicks, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Director on behalf of Wells Fargo Bank, National Association, a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



Notary Public

My Commission Expires:

[Signature Page]
TRADEMARK SECURITY AGREEMENT]
ATLAS ENERGY, L.P.

TRADEMARK
REEL: 004555 FRAME: 0309

## TRADEMARK SECURITY AGREEMENT

## **Trademark Applications:**

Name of Grantor	Mark	U.S. Application Serial No.	Application Filing Date
Atlas Energy, L.P.	ATLAS ENERGY	85/086,710	July 16, 2010
Atlas Energy, L.P.	ATLAS RESOURCES	85/086,725	July 16, 2010
Atlas Energy, L.P.		85/090,916	July 22, 2010

Schedule 1-1

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**RECORDED: 04/20/2011** 

TRADEMARK REEL: 004555 FRAME: 0310